

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: June 19, 1997

INVITATION FOR BIDS

NO. IFB-97-258-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

DECALS - VARIOUS ANNUAL REGISTRATION

DEPARTMENT OF LAND AND NATURAL RESOURCES

will be received up to and opened at 2:00 p.m.

on

July 11, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms. Caroldynne Yamashita at telephone 808/586-0566, facsimile 808/586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

DECALS - VARIOUS ANNUAL REGISTRATION
DEPT. OF LAND AND NATURAL RESOURCES
IFB-97-258-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is submitted to print and deliver various Decals in accordance with the specifications herein:

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Annual Vessel Registration Decal	25,600	Pair	\$ _____	\$ _____
2	Annual Commercial Registration Decal	2,625	Pair	\$ _____	\$ _____
3	Annual Ramp Permit Decal	16,900	Pair	\$ _____	\$ _____

TOTAL SUM BID (Item 1-3): \$ _____

Exact Brand Name and Product Number. Bidder shall furnish the following information as required in the clauses entitled "Brand Name" and "samples" of the Special Provisions.

1. Background sheeting: "Confirm" Brand Security Film No. 4230 (White) or equal.

Offering: _____

2. Border: Reverse printed with "Scotchlite" Brand Transparent Process Color Emerald Green or equal.

Offering: _____

3. Wording and Numerics: Printed with "Scotchlite" Brand Process Color No. 200 (Black) or equal.

Offering: _____

4. Coating" Finished decals shall be clear coated with "Scotchlite" Brand Clear Coat No. 260 or equal.

Offering: _____

Offeror: _____

References

List three (3) references to whom manufacturer has furnished or is currently furnishing Decals identical or similar to the specifications herein:

<u>Company/Institution</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Samples. Bidder shall submit three (3) finished sample decals produced by the manufacturer and as required in the clause entitled "Samples" of the Special Provisions.

Manufacturer's Plant

Decals to be furnished under this contract shall be manufactured by:

(Manufacturer)

(Address)

Preference to Hawaii Printers. Bidder's attention is invited to Section 3.1c of the General Terms and Conditions.

Offeror: _____

SPECIFICATIONS

General specifications covering Decals for the Department of Land and Natural Resources, Division of Ocean & Boating Recreation, are furnished below in Sections I, II and paragraph D through I of Section III. Specifications for the individual decals (Items 1, 2, and 3) are found in paragraphs A, B, and C of Section III.

SECTION I - DESCRIPTION

The retroreflective sheeting shall consist of lens elements enclosed within a transparent resin and shall have a pre-coated pressure sensitive adhesive backing protected by a removable liner. The retroreflective sheeting shall provide a weather resistant, essentially smooth, flat outer surface when finished with material in the manner recommended by the retroreflective sheeting manufacturer.

SECTION II - RETROREFLECTIVE SHEETING REQUIREMENTS

A. Reflective Characteristics

1. The unprinted retroreflective sheeting shall have the following minimum brightness values expressed as average candlepower per foot candle per square foot of material. Measurements shall be conducted in accordance with the reflective intensity testing procedures for reflective sheeting specified in Federal Specification LA-300C, "Sheeting and Tape, Reflective: Non-Exposed Lens, Adhesive Backing", Para. 4.4.7

Observation angles	<u>White</u>		
		0.2°	0.5°
Entrance Angles	-4°	30.0	18.0
	40°	6.0	5.0

2. Rainfall Performance

The brightness of the sheeting, totally wet by rain, shall not be less than 90% of the above values. Wet performance measurements shall be conducted at 0.2 observations and -4 entrance in accordance with the Rainfall Test Method specified in Federal Specification LS-300C, "Sheeting and Tape Reflective: Non-Exposed Lens, Adhesive Backing":, Para 4.4.9.4.

B. Adhesive

1. The pre-coated pressure sensitive adhesive shall form a durable vandal resistant bond to clean, dry, painted, varnished, fiberglass, aluminum, or steel surfaces. Surfaces may be moderately rough, pitted, or waxed.

2. The protective liner attached to the adhesive shall be removed by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 150° F under weight of 2.5 lbs. per square inch.
3. The adhesive shall not exude from edges of the sheeting when processed into finished decal so as to cause stacked pieces to stick together during shearing, cutting, printing, handling, or while packaged in shipment and distribution.

C. Film

1. The sheeting shall have a similar diffuse (daytime) and reflected (night time) color.
2. The sheeting surface shall be readily cut/die cut without cracking, or flaking, and shall be compatible with transparent or opaque inks and protective finishing clear as designed and supplied by the reflective sheeting manufacturer for decal fabrication.

The decals processed and applied in accordance with the recommendations of the reflective sheeting manufacturer shall be easily cleansed of normal dirt accumulation by washing with water and mild detergent. The surface shall be sufficiently solvent resistant to permit cleaning with solvents such as VM&P Naphtha, mineral spirits, turpentine or other solvents commonly used on vessel finishes. Rinsed and dried, the surface shall show no appreciable change following cleaning when compared to a new clean decal surface.

Protective finished clear coating shall remain clear and durable as well as provide a compatible surface for direct application of additional annual trailer use permit decals.

D. Physical Characteristics

Retroreflective sheeting shall be free from ragged edges, cracks, and blisters and be packaged in accordance with accepted commercial standards. Decals shall have a service life of a minimum of twelve (12) months.

SECTION III - FABRICATION REQUIREMENTS

A. Annual Vessel Registration Decals (Item No. 1)

1. Design, Color and Size

The size, shape and design of the decals, as well as the size and position of all printing, shall be in strict conformity with the attached illustration and the following requirements.

The 1999 boat registration decal shall have a background sheeting of "Confirm" Brand Security Film No. 4230 (white). The border shall be reversed printed with "Scotchlite" Brand Transparent Process Color Emerald Green. Finished decal must be clear coated with "Scotchlite" Brand Clear Coat No. 260.

All wording and numerics shall be printed with "Scotchlite" Brand Process Color No. 200 (black). The respective month shall be displayed numerically followed by a slash, the year of the decal expiration shall be "99" (See facsimile sheet for border, word, numeric size and changes).

The dimensions of each decal shall be 3" x 3" in size.

The adhesive protective liner on sheeting intended for fabrication of individual decals shall be scored at or near the center of each sticker for easy removal.

2. Serial Number

Decals shall be manufactured in pairs, and each pair shall have identical serial numbers and must be easily separated. Each pair of decals shall be printed with a serial number running consecutively from 101 to 25,700. The serial number shall be printed with "Scotchlite" Brand Process Color No. 200 (black). Design and size of serial numbers to be approved by the user. (See attached illustration DOBOR 1-96.)

3. Quantity

<u>Month</u>	<u>Amount</u>	<u>Month</u>	<u>Amount</u>
1	1,800 pairs	7	2,300 pairs
2	1,800 pairs	8	2,300 pairs
3	2,000 pairs	9	2,000 pairs
4	2,000 pairs	10	2,000 pairs
5	2,000 pairs	11	1,800 pairs
6	2,300 pairs	12	1,800 pairs

In addition to the above, 1,500 pairs of decals will be supplied with "month numbers" left blank. The "blank" decals shall continue in consecutive order in serial numbers as specified.

B. Annual Commercial Registration Decals (Item No.2)

1. Design, Color and Size

The size, shape and design of the decals, as well as the size and position for all printing, shall be in strict conformity with the attached sample and the following requirements.

The commercial registration decals shall have a background sheeting of "Confirm" Brand Security Film No. 4230 (white). The border and wording shall be reversed printed with "Scotchlite" Brand Transparent Process Color Emerald Green. Finished decals must be clear coated with "Scotchlite" Brand Clear Coat No. 260.

All wording and numerics shall be printed with "Scotchlite" Brand Process Color No. 200 (black). The month shall be followed by a slash and the year "99".

The dimensions of each decal shall be three inches (3.0") in diameter.

The adhesive protective liner on sheeting intended for fabrication of individual decals shall be scored at or near the center of each sticker for easy removal.

2. Serial Number

Decals shall be manufactured in pairs, and each pair shall have identical serial numbers and must be easily separated. Each pair of decals shall be printed with a serial number running consecutively from 101 to 2,725. The serial number shall be printed with "Scotchlite" Brand Process Color No. 200 (black). (See attached illustration DOBOR 2-97).

3. Quantity

<u>Month</u>	<u>Amount</u>	<u>Month</u>	<u>Amount</u>
1	150 pairs	7	50 pairs
2	700 pairs	8	125 pairs
3	125 pairs	9	75 pairs
4	200 pairs	10	50 pairs
5	250 pairs	11	325 pairs
6	100 pairs	12	75 pairs

The month on the remaining 400 pairs of decals shall be left blank.

C. Annual Trailer Use Permit Decals (Item No. 3)

1. Design, Color, and Size

The size, shape, and design of the decals, as well as the size and position of all printing, shall be in strict conformity with the attached sample and the following requirements.

The annual trailer use permit decals shall have a background sheeting of "Confirm" Brand Security Film No. 4230 (white). The border shall be reversed printed with "Scotchlite" Brand Transparent Process Color Emerald Green. Finished decals must be clear coated with "Scotchlite" Brand Clear Coat No. 260.

The "month number" shall be followed by a slash, the year of the decal expiration shall be "99". All wording and numerics shall be printed with "Scotchlite" Brand Process Color No. 200 (black).

The dimensions of each decal shall be three and one-half inches (3.5") per side.

The adhesive protective liner on sheeting intended for fabrication of individual decals shall be scored at or near the center of each sticker for easy removal.

2. Serial Number

Decals shall be manufactured in pairs, and each pair shall have identical serial numbers and must be easily separated.

Each pair of decals shall be printed with a serial number running consecutively from 101 to 17,000. The serial number shall be printed with "Scotchlite" Brand Process Color No. 200 (black), (See attached illustration, DOBOR 3-97).

3. Quantity

<u>Month</u>	<u>Amount</u>	<u>Month</u>	<u>Amount</u>
1	1,200 pairs	7	1,500 pairs
2	1,200 pairs	8	1,500 pairs
3	1,200 pairs	9	1,200 pairs
4	1,200 pairs	10	1,200 pairs
5	1,200 pairs	11	1,200 pairs
6	1,500 pairs	12	1,200 pairs

In addition to the above, 1,600 pairs of decals will be supplied with "month numbers" left blank. The "blank" decals shall continue in consecutive order in serial numbers as specified.

D. Application Instruction

Application instructions shall be printed in the back of each decal. See attached sample for printing of application instructions.

E. Responsibility

The successful sheeting bidder shall furnish all inks, clear coating, thinners and all other material and labor needed to produce commercial registration decals meeting the requirements of this specification.

F. Security Measures

The Contractor must provide adequate security methods and supervision to protect decals from hazard or loss. A complete description of the plant security precautions must accompany each bid. The State reserves the right to enter the vendor's premises at any time during the production of decals to inspect the progress of production, the quality of workmanship, and the adequacy of security.

G. Workmanship

All workmanship shall be first class and done in accordance with generally accepted decal manufacturing standards.

H. Warranty

The decal manufacturer shall certify that all decals furnished conform to the specifications herein. The decal manufacturer shall replace all defective decals at no additional cost to the State.

I. Packaging

Decals shall be packaged in such a manner as to prevent sticking or damaging of printed surface while in transit or in storage.

Each pair of decals shall be arranged in numerical order with the lowest serial number in front, packed and sealed in carton of not more than one hundred (100) decals. The first and last serial numbers of the decals are to be plainly indicated on the outside of each carton.

SPECIAL PROVISIONS

SCOPE

Work included in this agreement shall consist of furnishing and delivering various Decals for the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, State of Hawaii, in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid prices shall be based on a delivery to destination and shall include transportation, handling, all applicable taxes and any other costs incurred in the performance of this contract.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Brand Name. Bidder shall identify on Offer Form page OF-2 the exact brand name and product number of each vinyl exterior type sheeting and inks. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid. If any of the called for elements of product information are missing from the bidder's proposal, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Certification. If other than the specified brand is offered, bidder must submit certification with his proposal from the manufacturer that decals produced have passed all tests satisfactorily with desired results as specified in the specifications.

SAMPLES

Bidder shall submit with his bid, three (3) finished samples of decals similar to the decal described in the specifications. Samples submitted must be the identical material which bidder proposes to furnish under this Invitation for Bids. Samples will be evaluated to determine the quality of the product. The Procurement Officer reserves the right to determine whether the product is acceptable and his decision is final. Failure to comply with all the conditions shall be cause for rejection of bid. Samples will become the property of the State and will not be returned to the bidder.

METHOD OF AWARD

To be considered for award, offeror shall bid on all items (Items 1, 2, and 3). Award, if made, shall be to the responsive and responsible bidder submitting the lowest total sum bid for all items specified herein.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

DELIVERY

Decals shall be delivered with forty-five (45) calendar days from the date indicated Notice to Proceed to:

Department of Land and Natural Resources
Division of Boating and Ocean Recreation
333 Queen Street, Suite 300
Honolulu, Hawaii 96813

Attn: Mr. James Schoocraft (808/587-1979)

Prior to shipment, Contractor shall coordinate delivery with Mr. Schoocraft.

DELIVERY EXTENSION

Contractor shall complete delivery within the time specified in the contract. If the contractor fails to deliver within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, contractor shall not be held responsible for the delay provided he notifies the procurement officer in accordance with General Terms and Conditions Section 6.11 TERMINATION FOR DEFAULT, subsection (D) Excuse for nonperformance or delayed performance, and the reason for the delay is one of the allowable causes for delay as provided for in Section 6.11 (D).

General Terms and Conditions Section 6.11 (D) is amended to include delay due to reason(s) beyond the control of the contractor as a cause for delay for which the contractor shall not be deemed to be in default. The procurement officer shall be the sole judge of whether such delay is truly beyond the control of the contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

Section 6.11 (D), second paragraph, last sentence, is replaced by the following:

"If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements."

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every calendar day the Contractor delays in the completion of any item per order of his contract after the required date of said completion.

INVOICING

Invoices, original and three copies, shall be sent to the above delivery address.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, HRS, provided that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which required payment within a shorter period or interest payment not in conformance with statute.

QUALITY OF DECALS

Work to be done shall be of a professional quality. Printing shall be uniform in shade and color and shall have no inking irregularities. If the quality of the work is not satisfactory as judged by the Procurement Officer, it will be considered as non-performance of contract in accordance with Section 4.2 of the General Terms and Conditions. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

CONTRACTOR LIABILITY

The liability of the Contractor shall not cease with acceptance of the decals by the State agency designed for delivery, but shall continue under terms of the contract. Any product found to be damaged, defective, or substandard before or after acceptance of delivery shall be returned to the Contractor for credit or for replacement within thirty (30) days, at no additional cost to the State, with a product in acceptable condition.

GUARANTEE

The vendor shall submit a statement guaranteeing that the decals he furnishes will be free of any defective material or workmanship for a period of 12 months from the date of delivery. The vendor shall further agree to furnish, at no cost to the State, labor and materials for replacement decals in which defects appear within the guarantee period.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------------|-----------|
| | (check
only
one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____